



WESTERLY PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

2016-067

HARDWARE & PERIPHERALS

August 2016

Request for Proposal
2016-067
Dell Equipment

Westerly Public Schools Purchasing Agent, on behalf of the Information Technology Department, is soliciting proposals for Hardware & Peripherals. Separate sealed proposals will be received by Westerly Public Schools, Westerly, RI for Hardware and Peripherals on or before **2:00 p.m. on August 26, 2016** at the office of the Purchasing Agent, Westerly Public Schools, 23 Highland Ave., Westerly, RI 02891 and at that time will be opened and read in public.

Specifications may be obtained online at the Westerly Public School's website www.westerly.k12.ri.us or by contacting the Purchasing Office, Westerly Public Schools, 23 Highland Ave., Westerly, RI 02891 at 401-348-2625 between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday. **Questions are due no later than August 12, 2016 at 12:00 p.m.** by emailing Eileen Cardillo at ecardillo@westery.k12.ri.us. All bids must be submitted on the bid form provided, in duplicate and clearly marked:

(Sealed Bid)
RFP 2016-067
HARDWARE & PERIPHERALS

Bids must be enclosed in an opaque envelope addressed to "Purchasing Agent, Westerly Public Schools, 23 Highland Ave., Westerly, RI 02891" bearing the name and address of the bidder. No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

The Westerly Public School reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Westerly Public Schools.

Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 401-348-2500 or 401-596-2022 (v/tdd) 72 hours in advance of the opening date.

Request for Proposal 2016-067 Hardware & Peripherals

Westerly Public Schools is seeking proposals for a vendor to supply computer hardware & peripherals for a term of three (3) years with the option to renew of two (2) additional one year terms for a total of five (5) years. Standard Configurations will be established by IT with each vendor. IT and the Purchasing Agent must approve any change to the standard configurations. (See Standard and future Configurations) Quantities listed in the bid are estimates. The products listed are subject to review by Westerly Public School Technology Department and will be modified to meet the Districts needs.

Contract Duration

The initial term of this contract will be for three (3) years, with options for two (2) additional annual extensions at the discretion of the School contingent upon availability of funds. Westerly Public Schools reserves the right to cancel the agreement at any time.

Quotations

Vendors will supply quotations for the configurations, quotations must be attached to the Purchase Order for verification of pricing.

Price Schedules

A list of discounts for Hardware & Peripherals is attached as **Cost Proposal** page. A discount off the nationally published Educational Price, also referred to as the Brighter Futures Program for Epson.

I. TERMS AND CONDITIONS/SPECIFICATIONS

Equipment Condition: All Equipment to be supplied by the Contractor(s) must be new Equipment. No discontinued, refurbished, rebuilt, or remanufactured computers will be accepted.

Access Numbers: Contractor(s) should maintain a live twenty-four (24) hour toll-free or local access telephone number for all Contract Users to solicit information and place service calls. Contractor should also maintain a toll-free or local facsimile number for all equipment orders and service calls placed via fax. Prior to award, successful Contractors will be required to identify/establish one or more local or toll-free access numbers allowing long distance free calls from all School Office locations.

Online Ordering (preferred): The School requires that the Contractor(s) must implement a Contractor-managed online ordering system, including:

- Customized Westerly specific web page
- Ability to review product availability and purchase Computer Hardware
- Ability to perform secure transactions
- Ability to report and schedule service calls
- Ability to display and lock in the Standard configuration models available along with available upgrade options
- Full product descriptions, list prices, Westerly prices, discounts and units of measure for all items
- Multiple User IDs and logins for authorized Contract Users
- Compliance controls (including restricted access to Contract Users to a limited set of items and/or end-user supervisory approvals)
- Ability to track order status
- Ability for invoice management

Fill-Rate Requirements: Contractor(s) should maintain a fill rate of 99% for standard configuration items. The selected Contractor(s) should also maintain a 98% fill rate on the off spec items. (Fill rate is

deemed as the total number of requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on backorder).

Customer Service: Contractor(s) should provide a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during Contractors operating hours. All service representatives should have on-line access to information to provide immediate response to inquiries concerning the status of Orders (shipped or pending), delivery information, back-order information, Contract pricing; contracted product offerings/exclusions, billing questions or issues, Contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or toll free number preferred).

Product Availability: Contractor(s) must agree that there will be no cancellation of standard configuration products used without an equal and acceptable replacement approved by the designated Westerly Public School representative during the term of the Contract. Contractor(s) must communicate manufacturer's discontinuation of any standard configuration products to the Contract officer/Purchasing Agent in writing within five (5) business days; In such instances, Contractor(s) must work with Purchasing Department to identify and implement alternative options that shall maintain or reduce costs associated with replacement SKUs. Contractor(s) will be prepared to offer detailed quarterly reports, if requested by the School, displaying removed SKUs off the standard configuration products and suggested replacements. Contractor(s) shall offer suggested replacements of discontinued products at least 30 days prior to discontinuation, including replacement part number, description, list price, applicable discount, and final price.

Standard and Future Configurations: The Contractor must allow the School to update standard configurations at will to keep up with evolving technology. Standard configurations will be reviewed periodically and updated on a mutually agreed upon basis. Recommended: additions and deletions will be reviewed with Purchasing and revisions to the standard configuration may follow, if agreed to by the Purchasing Agent. Contractor must agree to update these standard configurations periodically as determined by the School. Preferred: standard configurations and pricing will appear on each vendor website.

Product Acceptance: Contractor(s) must allow the School to "Acceptance Test" the equipment for functional and technical compatibility to the School's IT environment. If incompatibilities are found at any time within 30 days of delivery, the School will return the equipment to the Contractor at no charge.

Equipment Returns: Any materials delivered in poor condition, in excess of the amount authorized by the ordering customer or not ordered by the ordering customer may, at the discretion of the ordering customer, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Credit for returned goods should be made within two (2) business days once Contractor receives returned goods. A returned goods authorization procedure shall be agreed upon prior to award.

Quality Assurance Guarantees: Contractor(s) shall guarantee that its products will be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturers' warranties. The Contractor should guarantee that all components of the products are OEM components and are covered by OEM warranties, and that no additional replacement parts have been installed into or removed from the computer hardware system after it has left the factory. The Contractor(s) shall agree to repair and/or replace immediately without charge (including freight both ways) to Contract Users, any product or part thereof; which proves to be defective or fails within the warranty period as specified. In the event that the standard configuration SKU's are discontinued, Contractor(s) should provide quality

assurance documentation that are acceptable to the School. This quality assurance documentation should detail the testing performed on the performance and continuity of the system.

Site Delivery: Contractor(s) or assignee should make delivery of each order to an inside location (e.g.: warehouse, Desktop; etc.) as directed by the ordering customer. Contractor(s) must comply with parking and delivery requirements (times, locations, permits, etc.) of the ordering customer. Contractor will obtain "ship to" information from each participating customer.

Delivery Date: The Contractor(s) must deliver the Products, and Software ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Contract, or within fourteen (14) days After Receipt of the Order (ARO) if no date is specified. If delivery of all Products and Software is not completed within the time specified, the School may cancel the Contract or any individual Order without further obligation. The School may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. The Contractor must also provide rush deliveries as required by the School. Additionally, the Contractor must also provide staggered deliveries for larger orders as required by the School.

Shipping: A packing label must be on each box and should include the following items, visible on the outside of the box:

- Contractor order number
- School personnel customer contact person
- Ordering customer's name and unit (department, division, etc)
- Delivery address (with floor and room number, where appropriate)
- Telephone number
- Westerly purchase order number

A packing slip must also be included with each shipment, and should include at least the following information in no particular order:

- Westerly purchase order number
- Line item description(s)
- Product item number(s)
- Quantity ordered
- Quantity included in shipment
- Status of back order items
- Unit Price
- Number of parcels
- All information contained on the packing label

Warranty: In this Contract, the standard "Warranty" of Equipment will mean: (1) parts necessary to keep the Equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) Any necessary shipment and insurance costs; and (3) Any Software and Firmware maintenance costs.

All Desktops and Laptops purchased under this Contract will include a three (3) year NBD parts Warranty, while Servers will have a 4 Hour Parts-in-hand Warranty. Warranties will commence after equipment acceptance, except as otherwise agreed upon as part of an upgrade option on the original purchase of the product.

Where On-Site Warranty is specified, the upgrade price will also include all labor, travel, factory overhaul, rehabilitation as well as any substitute equipment. The Principal Period of Maintenance (PPM), for Desktops and Laptops will be from 8:00a.m. to 5:00 p.m., Monday through Friday, excluding School holidays. PPM for Servers will be 24x7. Warranties with longer PPM's may be purchased. The Contractor

will provide the School with designated points-of-contact and make arrangements to enable its Warranty representative to receive such notification or other continuous telephone coverage to permit the School to make such contract.

If it is necessary to remove any Equipment from a School location where On-site Warranty is specified, the Contractor will provide substitute Equipment at the time of removal. Substitute Equipment will be comparable to the Equipment removed. In instances where it is necessary for the Contractor to return the Equipment to the factory, the Contractor will be responsible for all costs of the Equipment from the time it leaves the School site until it is returned to the School site in good operating condition,. Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor. In the case of School owned computer hardware, replacement parts installed will become the property of the School.

All software and firmware will be considered an integral Component of the equipment and the Contractor will respond to all requests for warranty service for any failure of said Equipment. The Contractor's responsibility will be limited to hardware/software that was sold to the customer by the Contractor.

Invoicing: The Contractor should remit each invoice to the ordering entity, or Contract User. The Contractor will issue invoices, identifying at a minimum, the components listed below.

- 1) Manufacturer's product number
- 2) Product description and specifications
- 3) Price per unit
- 4) Quantities of merchandise
- 5) PO#
- 6) Extended price
- 7) Date ordered
- 8) Date delivered
- 9) Listing of returns

Mercury: In accordance with the Rhode Island Mercury Reduction and Education Act (Rhode Island General Law Chapter 23-24.9), the goal of which is the virtual elimination of both the use and the release of mercury, the State of Rhode Island has determined that any Contract resulting from this RFP must meet the following requirements:

- Contractor(s) must, upon the purchase of any item known to contain mercury, advise purchasers that mercury items must be disposed of properly, and include relevant information on appropriate School Contracts for the collection and recycling of mercury items.
- Contractor(s) must agree to work with the School at any time during the Contract term to otherwise limit or eliminate the sale of mercury-containing products or other toxic products based on mutual agreement between the School and the Contractor.
- Contractor(s), in their reports to the School must identify all products sold through this Contract known to contain mercury as well as other information as required by the School. It is desirable that Contractors notify manufacturers and suppliers of Rhode Islands' mercury elimination goal, request that manufacturers and suppliers identify all mercury containing products sold by the Contractor, and work with manufacturers and suppliers to develop non-mercury alternative products.

Title (Equipment/Software/Firmware): Clear and unrestricted title to all equipment purchased under this Contract will pass to the School upon payment of the purchase price. The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its

use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

Term of License: All licenses granted under this Contract are purchased on a nonexclusive, irrevocable perpetual license basis and will commence upon the acceptance of the software product by the School. Notwithstanding the foregoing, the School may terminate the license at anytime. All licenses granted to the School are for the use of the software product at the School's computing facilities at the sites identified in any executed Attachment or Order referencing this Contract. This license is perpetual and in no event will Contractor's remedies for any breach of this Contract include the right to terminate any license or support services hereunder.

Test Samples: When requested, Contractors will be required to supply sample products in sufficient quantities for testing purposes when requested. Samples should be provided within four (4) days of request by Contract Users.

Reporting Requirements: Contractors must provide quarterly and annual reporting on Westerly, RI spending. Reporting is due within ten (10) working days after the close of the respective billing period. Late delivery or non-delivery of required reports may result in cancellation of the award and in preclusion from bidding on any future requirements. Reporting must be provided in an electronic spreadsheet or database format (such as Microsoft Excel) both at the Agency/Institution/Municipality level, as well as System level.

Usage Reporting should capture the following detail for each Computer Hardware product purchased or leased:

- PO#
- Order#
- Invoice Date
- Order Date
- Agency/Institution/Municipality
- Product Type
- Product Line
- Model Number
- Standard Configuration #
- Component Type
- SKU#
- SKU Description
- Quantity
- Unit Index Price on order date
- Discount
- Unit extended price on order date

Contractor will also provide Service Reporting on a quarterly and annual basis that captures the following detail:

- Service Calls per Computer Hardware type
- Average Service Call Response Time
- Customer Satisfaction
- Hardware Failures

In addition to these standard reports, Contractor(s) is required to provide, at no additional cost to Westerly, RI, supplemental reports related to Westerly, RI spending on an as-needed basis.

Product Promotions: Contractor(s), at his/her discretion, is allowed to sponsor product/service promotions during the Contract term or any extensions thereof under the following conditions:

- 1) The Contractor is required to provide in writing to the School, at least 5 days prior to the promotion, the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS or other; and
- 2) The Contractor is required to identify in writing, the exact products/services covered in the promotion, and
- 3) The Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and
- 4) In the event that the promotional product discount is higher than the Contract discount for the same product, the Contractor is required to extend the higher discount to the School.

II. TERMS AND CONDITIONS GOVERNING PRICING

Term of Pricing: Westerly Public Schools is requesting a discount-off-educational pricing methodology. The Westerly price will be calculated by applying a discount percentage to prices listed on the Contractor's website, the manufacturer's suggested retail price (MSRP); or a referenced, publicly available price list. While price adjustments will be allowed as the referenced price list changes on any selected item, or as configurations are updated to keep up with evolving technology, the percentage discount rate will not change during the life of the Contract.

Pricing will reflect the DELIVERED Price: All items will be priced inclusive of any packaging, shipping and delivery charges. Size of order and/or delivery location will have no impact on pricing.

Standard delivery and shipping requirements are outlined in RFP Section: I. TERMS AND CONDITIONS/SPECIFICATIONS.

Taxes: All pricing proposed will be exclusive of any taxes charged to the Westerly Public Schools. Sales to the Westerly Public Schools are exempt from State sales tax. School sales and use tax certificates of exemption will be issued upon request. Deliveries pursuant to this Contract will be free of Federal excise and transportation tax charges. Contractor is subject to all Federal, State and Local taxes, as applicable.

Term of Contract: It is the intention of the School to establish (a) Contract(s) with an initial term of three (3) years, with options for two (2) additional annual one year extensions. All unit pricing should be based upon a three (3) year Contract term.

Additional Charges: Service fees or additional costs not covered in this RFP will not be invoiced to Contract Users during the term of this Contract. There will be no "small order", "minimum order", or "special order" charges or surcharges.

No Return Fee For Errors: There will be no return fees for inaccuracies or other errors on the part of the Contractor or the School.

Rush Charges Due to Errors: Any Contractor's error (e.g., stock-outs, etc.) resulting in a rush delivery requirement will not incur additional rush charges.

Date used for Discounted Price Calculations: The date of educational pricing with respect to discounts will be order date and NOT the quote date.

Future Configuration Pricing: The percentage discount off index for each of the standard configurations will be applicable to all future configurations that replace current ones, as stipulated in I. TERMS AND CONDITIONS/SPECIFICATIONS Section of RFP#2016-067.

III. ADDITIONAL TERMS AND CONDITIONS

The Contract will be bound by the above terms and any written responses submitted to the Westerly Public School as a result of RFP#2016-067. The above Terms and Conditions, Attached Schedules, RFP responses, Clarification responses, and all written negotiation material related to RFP#2016-067 will collectively constitute a contract with the Westerly Public Schools. This award and resulting contract are issued in accordance with the specific requirements described herein and the State's Municipal Purchasing Law and Regulations and General Conditions of Purchase, copies of which are available by contacting the Purchasing Agent.

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR BIDS

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. **Certificates of Insurance:** The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.

- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage's of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 each occurrence if blasting is required
 \$2,000,000 general aggregate with dedicated limits per project site
 \$2,000,000 products and completed operations aggregate
 \$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit

Employer's Liability: \$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$2,000,000 per occurrence/\$2,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act:	\$1,000,000
Annual Aggregate	\$1,000,000

Town of Westerly reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.

**Request for Proposal
2016-067
Hardware & Peripherals
Specifications**

Item #	Estimated Quantity	Description
1	41	Epson Brightlink 595Wi 3300 Lumens LCD Projector
2	6	HPE JG081CX240DAC HPE X240 Direct Attach Cable Network Cable 16.4 ft.
3	2	HPE J9548A2L Expansion Module
4	41	Hovercam Solo S5 model HCS5

**Request for Proposal
2016-067
Hardware & Peripherals
Cost Proposal**

Current Pricing

Item Number	Description	Educational Price	Quoted Price	% Discount off Educational Price
1.	Epson Brightlink 595Wi 3300 Lumens LCD Projector			
2	HPE JG081CX240DAC HPE X240 Direct Attach Cable Network Cable 16.4 ft.			
3	HPE J9548A2L Expansion Module			
4	Hovercam Solo S5 model HCS5			

Receipt of Addendum(s)_____

Completed & Submitted Appendix A Yes/No

Bidder

Name_____ **Date**_____

Address_____

Appendix A

Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Town of Westerly/Westerly Public Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she {1} has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the address indicated in the bid specifications by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other than the Town/School location or which are not present in specified address at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly/Westerly Public Schools will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The Town of Westerly/Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the School for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerly.govoffice.com or appearing in person at the address indicated in the specifications Mondays through Fridays between 8:30am-4:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the School's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly/Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment Issued by the Town/School PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town of Westerly/Westerly Public Schools Finance Office, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are Incorporated into the Town of Westerly/Westerly Public Schools contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 10 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best Interest of the Town of Westerly/Westerly Public Schools.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the School's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly/Westerly Public Schools.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

___ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

___ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

___ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

___ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

___ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging In investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

___ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number
